

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

CAMERON BEATTY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SUNGAGE FINANCIAL, LLC, a
Massachusetts limited liability company;
NBT BANK, N.A., an New York
Corporation; SUNMADE ENERGY, LLC,
a California limited liability company;
PG&E CORPORATION, a California
Corporation, PACIFIC GAS & ELECTRIC
COMPANY, a California Corporation, and
DOES 1 through 50, inclusive,

Defendants.

No. 1:25-cv-00645-KES-SKO

ORDER DIRECTING THE CLERK TO
TERMINATE DEFENDANT SUNMADE
ENERGY, LLC

(Doc. 16)

On June 10, 2025, Plaintiff filed a Notice for Voluntary Dismissal Without Prejudice as to Defendant Sunmade Energy, LLC, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A). (Doc. 16.)

In relevant part, Rule 41(a)(1)(A) provides as follows:

[A] plaintiff may dismiss an action without a court order by filing: (i) a notice of dismissal before the opposing party serves either an answer or a motion for summary judgment; or (ii) a stipulation of dismissal signed by all parties who have appeared.

1 Fed. R. Civ. P. 41(a)(1)(A). “The plaintiff may dismiss some or all of the defendants, or some or
2 all of his claims, through a Rule 41(a)(1) notice,” and the dismissal “automatically terminates the
3 action as to the defendants who are the subjects of the notice.” *Wilson v. City of San Jose*, 111
4 F.3d 688, 692 (9th Cir. 1997).

5 Because Plaintiff filed a notice of dismissal of this case without prejudice under Rule
6 41(a)(1)(A)(i), this case has automatically terminated as to Defendant Sunmade Energy, LLC.
7 Fed. R. Civ. P. 41(a)(1)(A). Accordingly, the Clerk of the Court is directed to TERMINATE
8 Defendant Sunmade Energy, LLC.

9 This case shall remain OPEN pending resolution of Plaintiff’s case against the remaining
10 defendant.

11
12 IT IS SO ORDERED.

13 Dated: **July 11, 2025**

/s/ Sheila K. Oberto
UNITED STATES MAGISTRATE JUDGE